

**PROPOSED REVISIONS TO MASSACHUSETTS**  
**LOCAL BANKRUPTCY RULES**  
**JUNE 2006**

**Rule 1002-1 (NEW)**  
**Status Conferences**

- (a) The Court shall conduct status conferences, pursuant to 11 U.S.C. § 105(d), as follows:
  - (1) in any case under Chapter 9 or 11, an initial status conference shall be held within forty-five (45) days of case commencement or as soon thereafter as may be practicable, except that the conference may be combined with any final hearing on the use of cash collateral; and
  - (2) in all cases, such other or further status conferences, and continuances thereof shall be held, as the Court may determine in its discretion, *sua sponte* or on motion of a party in interest or the United States trustee, to further the expeditious and economical administration of the case.
- (b) Subject to subparagraph (c) below, the Court or any party which it may designate shall give not less than twenty (20) days notice of any status conference to the following parties or their counsel of record: the debtor, any committee of unsecured creditors elected under 11 U.S.C. § 705 or appointed under 11 U.S.C. § 1102 (or if none has been appointed the creditors included on the list of creditors filed under Rule 1007(d)), any equity security holders' committee, any secured creditor, all taxing authorities, the United States trustee, any party who requested the conference and such other entities as the Court shall direct.
- (c) For cause shown, the Court may schedule a status conference on an expedited or emergency basis.
- (d) At any status conference, the Court may consider any argument or report, in writing or otherwise, with respect to the status or administration of the case, but shall not issue any order unless (i) the order is of a type specifically enumerated in 11 U.S.C. § 105(d)(2) or (ii) the Court finds that any delay in issuing the order risks immediate and irreparable harm to the estate or a party in interest.

**Rule 1006-2**  
**Fees-Installment Payments; In Forma Pauperis**

**List present rule as subparagraph (a) and add:**

(b) In lieu of paying the filing fee or filing an installment application, an individual chapter 7 debtor or joint debtors may file an application for waiver of the filing fee. The application for waiver of the filing fee or any balance thereof must conform substantially to Official Form 3.

(1) The Court may allow the application without a hearing or, in its discretion, schedule a hearing on the application. If a hearing is scheduled, the Court will notify the debtor(s) by mail or telephone as to the date and time of the hearing on the application for the waiver. The debtor(s) must appear at the hearing.

(2) If, with or without a hearing, the Court denies the application for the waiver of the filing fee, then the debtor(s) shall pay the filing fee in installments as provided above. The first installment is due within five (5) days of the entry of the Court's order denying the application for the waiver. The debtor(s) may also elect to pay the filing fee in full in which case full payment will be due within five (5) days of the entry of the Court's order denying the application for the waiver.

**Rule 1007-1**  
**Schedules, Statements, and other Documents Required**

**Delete present rule and substitute:**

(a) List of Creditors

Each petition shall be accompanied by an original matrix of all creditors and their last known complete addresses and shall conform to the specifications of MLBR Official Form 1. Any creditors subsequently added to the matrix shall be included in an amended matrix filed in compliance with MLBR 1009-1 which amended matrix shall be served simultaneously on the United States trustee.

(b) Subsection will remain the same.

(c) Schedules, Statements and other Documents Required

In satisfaction of the requirements of 11 U.S.C. §521 and Fed. R. Bankr. P. 1007, the debtor shall:

(1) Provide to the trustee copies of all payment advices or other evidence of payment from all employers with all but the last four (4) digits of the debtor's social security number redacted at least seven (7) days before the § 341 meeting. The payment advices shall not be filed with the Court unless otherwise ordered. Payment advices shall include all evidence of payment of any income from all employers the debtor received during the sixty (60) days prior to the filing of the petition; and

(2) File with the Court a representation regarding the debtor's compliance with 11 U.S.C. § 109(h) or a request for an extension in conformity with MLBR Official Local Form 9.

(3) Disclose in the petition other previous or pending bankruptcy cases and adversary proceedings, whether filed in this or any other district, which are related to the bankruptcy case being filed. Related cases and adversary proceedings include those involving (a) a spouse or ex-spouse of the debtor; (b) an affiliate, as defined in 11 U.S.C. § 101(2); or (c) an insider, as defined in 11 U.S.C. § 101(31); or (d) the same debtor using any aliases or fictitious names. Failure to comply with these disclosure requirements may result in sanctions, including dismissal of the case pursuant to 11 U.S.C. § 109(g).

(4) Complete each item in the schedules and statement of affairs. Items for which no other entry can be made shall be completed by the entry of "none" or "not applicable," whichever response is appropriate.

(d) Statement of Social Security Number

A Statement of Debtor's Social Security Number (Form B21) not filed with the original petition shall be filed no later than three (3) court days from the date of the filing of the petition. Failure to timely comply with this requirement shall result in dismissal of the case without further notice.

(e) Corporate, Partnership or Trust Petitions

Rule will remain the same as present (c)

(f) Individual debtor's claiming a homestead exemption under state law shall provide to the trustee such documentary evidence as is necessary to establish the extent of the homestead declared no later than the date scheduled for the § 341 meeting of creditors.

(g) Time Limits

Upon the filing of a motion prior to the expiration of the filing deadlines, and upon a showing of good cause, the Court may excuse the debtor from filing some or all

of the documents required in subsection (b). Upon the filing of a motion prior to the expiration of the filing deadlines, and upon a showing of cause, a debtor may seek an extensions of the filing deadlines provided that the debtor state the date the petition was filed and the time requested and provide proof of service on the United States trustee and any appointed trustee.

### **Rule 1017-1 [NEW]**

#### **Motions For Conversion Or Dismissal In Chapter 11;** **Submission Of Motions And Oppositions To** **Motions; Hearing**

- (a) Prior to filing any motion to dismiss or convert a Chapter 11 case (other than a motion filed by the United States trustee or the debtor), counsel for the prospective movant (if any) shall have a conference, by telephone or in person, with counsel for the debtor-in-possession or counsel for the Chapter 11 trustee (if one is appointed), in a good faith effort to resolve the movant's asserted grounds for dismissal or conversion, and to eliminate as many areas of dispute as possible without the necessity of filing a motion. Unless relieved by order of the Court, such conference shall take place within ten (10) days of the prospective movant's service of a letter requesting the conference. Failure of counsel for the debtor-in-possession or counsel for the Chapter 11 trustee to respond to a request for a conference under this Rule shall be grounds for sanctions, which may include substantive and/or monetary sanctions. Any motion filed under this Rule shall contain, or be accompanied by, a statement signed under the penalty of perjury that the movant has complied with the provisions of this section, specifying the time, date and manner of any conference held prior to filing the motion, and certifying that only the issues left unresolved by such conference are included in the motion.
- (b) A party in interest (other than the debtor or the United States trustee) who seeks dismissal or conversion of a case under Chapter 11 pursuant to 11 U.S.C. §1112(b) shall file, in accordance with Fed. R. Bankr. P. 9014, a motion and a proposed order, which motion shall include a concise statement of material undisputed facts pursuant to subsection (c) below. The motion shall include a statement whether the movant does or does not consent to the appointment of a Chapter 11 trustee or examiner in lieu of the requested relief in the motion.
- (c) In the movant's statement of undisputed material facts, the movant shall set forth specific undisputed facts that support the movant's allegations of "cause" for the dismissal or conversion set forth in the motion. Such facts shall be supported by references to documents, deposition transcripts (if

available) and affidavits, which documentary support shall be filed as exhibits to the motion.

- (d) A party opposing a motion for dismissal or conversion of a case under Chapter 11 must file an opposition to the motion within fifteen (15) days, inclusive of the three (3) day mailing period provided in Fed. R. Bankr. P. 9006(f), after service of the motion. The opponent shall include a concise statement of the material facts as to which it is contended that there exists a genuine issue to be tried, supported by references to documents, deposition transcripts (if available) and affidavits, which documentary support shall be filed as exhibits to the statement of disputed material facts. In the opposition, the opponent shall also: (i) set forth facts, supported by references to documents, deposition transcripts (if available) and affidavits, which documentary support shall be filed as exhibits to the opposition, that support the opponent's contentions required under 11 U.S.C. §§1112(b)(2)(A) & (B); (ii) state why the relief requested in the motion is not in the best interests of creditors and the estate; (iii) state the basis of any assertion that there is a reasonable likelihood that a plan will be confirmed within the time frames set forth in 11 U.S.C. §§1121(e) and/or 1129(e), or within a reasonable time; (iv) state the justification for the act or omission that constitutes the grounds for the relief requested in the motion, and the proposal to cure any such act or omissions that serve as grounds for the motion; and (v) state whether the opposing party does or does not consent to the appointment of a Chapter 11 trustee or an examiner in lieu of the relief requested in the motion.
- (e) Responsive pleadings not filed with the motion or in opposition to the motion, whether in the form of a reply memorandum or otherwise, may be submitted only by leave of Court.
- (f) In the absence of a timely filed opposition that complies with subsection (d) of this Rule, and upon evidence of proper service of the motion, the Court, without a hearing and acting within the time limits proscribed by 11 U.S.C. §1112(b)(3), may allow or deny the motion after the expiration of the fifteen (15) day opposition period. The Court may deny a motion for dismissal or conversion if the moving party is required to, but fails to comply with subsections (a), (b) or (c) of this Rule, and may grant a motion for dismissal or conversion if the opposing party fails to comply with subsection (d) of this Rule. Material facts of record set forth in the statement of the movant will be deemed, for the purposes of the motion, to be admitted by an opposing party unless controverted by the statement of disputed facts set forth in the opposing party's opposition.
- (g) Except for any notice of hearing on a motion to dismiss or convert a Chapter 11 case, all documents filed pursuant to this Rule shall be served, in accordance with Fed. R. Bankr. P. 2002(i), 2002(k), and 9006(d)—(f),

- and MEFR Rule 9, upon the debtor, any committee appointed pursuant to 11 U.S.C. §1102 or its authorized agent, the twenty (20) largest unsecured creditors of the debtor included on the list filed pursuant to Fed. R. Bankr. P. 1017(d), the United States trustee, all parties who have filed appearances and requested service of all notices and pleadings, and on any other party that the Court may designate. The movant shall serve any notice of hearing on the motion, in accordance with Fed R. Bankr. P. 2002(a)(4), 2002(i), and 2002(k), and MEFR Rule 9, on all creditors, the debtor, any committee appointed pursuant to 11 U.S.C. §1102 or its authorized agent, the United States trustee, and all parties who have filed appearances and requested service of all notices and pleadings.
- (h) Upon the filing of a motion to dismiss or convert a Chapter 11 case, the Clerk shall assign a hearing date that is no less than twenty-three (23) days after the filing of the motion, and no more than thirty (30) days after the filing of the motion. Such hearing shall be a non-evidentiary, preliminary hearing, at which the Court will consider whether there are disputed facts that require an additional, final evidentiary hearing. In the event that the Court determines that an additional hearing is necessary, the Court shall schedule such hearing on a date that is no more than fifteen (15) days after the date of the preliminary hearing, and may issue a pre-trial order permitting expedited discovery with respect to the factual issues in dispute.
- (i) The time periods set forth in this Rule for hearings may be: (A) reduced, for good cause shown, by order of the Court; or (B) enlarged to extend to a specified date, either on consent of the movant and opposing parties, or by order of the Court in accordance with 11 U.S.C. §1112(b)(3). The Court, for good cause shown, may also enter an order excusing compliance with any or all of the procedures and/or time periods set forth in subsections (a) – (d) of this Rule.

**Rule 2003-1 [NEW]**  
**Creditors Committees**

- (a) In satisfaction of the requirements of § 1102(b)(3)(A) of the Bankruptcy Code, and subject to subparagraphs (b) and (c) below, the official committee of general unsecured creditors (hereinafter the “Creditors Committee”) shall respond to written, telephonic and/or electronically transmitted inquiries received from any general unsecured creditor and provide to such creditor access to documents, pleadings and other materials by any means that the Creditors Committee believes, in its reasonable business judgment, are relevant and informative. Subject to such enlargement of time as the Court may order, no later than twenty

(20) days after appointment of its counsel, the Creditors Committee may advise all general unsecured creditors of the preferred means to make any inquiries (e.g., by letter, by telephone, by email, through any website) to the Committee.

- (b) The Creditors Committee is not authorized or required, pursuant to § 1102(b)(3)(A) of the Bankruptcy Code, to provide access to any Confidential Information of the Debtor or the Creditors Committee to any creditor. For the purposes hereof, the term “Confidential Information” shall mean any nonpublic information which is the subject of a written confidentiality agreement between the Creditors Committee and the Debtor or another entity or any other nonpublic information, the confidentiality of which in the reasonable business judgment of the Creditors Committee is necessary in order to successfully perform its duties under § 1103(c) and was: 1) otherwise furnished, disclosed, or made known to the Creditors Committee by the Debtor, whether intentionally, unintentionally and in any manner, including in written form, orally, or through any electronic facsimile or computer-related communication or 2) developed by professionals employed by the Creditors Committee and the disclosure of which the Creditors Committee reasonably believes would impair the performance of its duties. Notwithstanding the foregoing, Confidential Information shall not include any information or portion of information that: (i) is or becomes generally available to the public or is or becomes available to the Creditors Committee on a non-confidential basis, in each case to the extent that such information became so available other than by a violation of a contractual legal or fiduciary obligation to the Debtor; or (ii) was in possession of the Creditors Committee prior to its disclosure by the Debtor or the Creditors Committee’s professionals and is not subject to any other duty or obligation to maintain confidentiality.
- (c) The Creditors Committee is not authorized or required, pursuant to § 1102(b)(3)(A) of the Bankruptcy Code, to provide access to any Privileged Information of the Creditors Committee to any creditor. For the purposes hereof, the term “Privileged Information” shall mean any information subject to the attorney-client privilege or any other state, federal, or other privilege, whether such privilege is solely controlled by the Creditors Committee or is a joint privilege with the Debtor or some other party. Notwithstanding the foregoing, the Creditors Committee shall be permitted, but not required, to provide access to Privileged Information to any party so long as: (1) such Privileged Information is not Confidential Information, and (b) the relevant privilege is held and controlled solely by the Creditors Committee.
- (d) In the event that a creditor is dissatisfied with the failure or refusal of the Creditors Committee to provide requested access or information, the

creditor may file a motion seeking to compel the Creditors Committee to produce documents and/or information. The dispute shall be deemed to be a discovery dispute and the parties shall comply with the provisions of MLBR 7037-1, insofar as applicable.

**Rule 2007.2-1 [NEW]**

**Appointment of Patient Care Ombudsman in a Health Care Business Case**

- (a) If the court has ordered that the appointment of an ombudsman is not necessary, or has ordered the termination of the appointment of an ombudsman, the court may, on its own motion, subsequently order such appointment at any time during the case if the court finds that the appointment of an ombudsman has become necessary to protect patients.
- (b) A verified statement of a patient care ombudsman filed pursuant to Rule 2007.2 shall comply with MLBR 2014-1(b) and shall include the following representation: "I shall amend this statement immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstances relating thereto."
- (c) The United States trustee shall serve notice of appointment of a patient care ombudsman upon the debtor, the trustee, any committee elected under § 705 or appointed under § 1102 of the Code or its authorized agent, or, if the case is a chapter 9 municipality case or a chapter 11 reorganization case and no committee of unsecured creditors has been appointed under § 1102, on the creditors included on the list filed under Rule 1007(d), and such other entities as the court may direct.
- (d) A party opposing the appointment of a patient care ombudsman on the ground that the proposed patient care ombudsman is not disinterested shall file an opposition to the appointment within seven (7) days after the service of the notice of the appointment of the patient care ombudsmen and shall serve such opposition on the United States trustee, the debtor, the trustee, any committee elected under § 705 or appointed under § 1102 of the Code or its authorized agent, or, if the case is a chapter 9 municipality case or a chapter 11 reorganization case and no committee of unsecured creditors has been appointed under § 1102, on the creditors included on the list filed under Rule 1007(d), and such other entities as the court may direct.

**Rule 2016-1(a)**

**Application for Compensation**

**Delete first two sentences and substitute:**



(a) Any professional seeking interim or final compensation for services and reimbursement of expenses under 11 U.S.C. §§ 330, 331, 503(b)(2), 503(b)(4) or 506(b), excluding any broker (other than an investment banker) whose compensation is determined by a commission on the sale price of an asset, shall file an application for compensation and reimbursement. The application shall conform generally to Fed. R. Bankr. P. 2016.

### **Rule 3002-1 [NEW]**

#### **Deadline for Asserting Administrative Claims Pursuant to 11 U.S.C. §503(B)(9); Reclamation of Goods**

Unless the Court orders otherwise, any request for allowance of an administrative expense for the value of goods delivered to a debtor in the ordinary course of the debtor's business and within twenty (20) days prior to the commencement of a case (11 U.S.C. §503(b)(9)), shall be filed with the Court, in writing, within sixty (60) days after the first date set for the meeting of creditors pursuant to 11 U.S.C. §341(a). Failure to file such a request for allowance within the time period specified in this Rule will result in denial of administrative expense treatment for such claim.

### **Rule 4001-1 [NEW]**

#### **Motions For Relief From Stay; Submission Of Motions And Oppositions To Motions**

##### **Add as (b)(4):**

- (4) If the movant seeks in rem relief from stay pursuant to 11 U.S.C. § 362(d)(4), the motion shall include:
  - (A) the information set forth in Local Rule 4001-1(b)(2); and
  - (B) the circumstances of the alleged scheme to delay, hinder, and defraud creditors with particularity, including:
    - (i) the history of bankruptcy filings affecting the real property at issue (including the filing date(s), docket number(s) and disposition of the prior bankruptcy filing(s)); and/ or

- (ii) the details of any transfers of the real property at issue without court approval or the consent of the movant (including the date of the transfer(s), the name of the grantee(s) and the recording information for the deed(s) at issue).

**Substitute as (d) and (e):**

- (d) Any party in interest seeking the continuation of the automatic stay pursuant to 11 U.S.C. § 362 (c)(3)(B) or seeking the imposition of the automatic stay pursuant to 11 U.S.C. § 362 (c)(4)(B) shall file a motion and a proposed order.
  - (1) The motion should:
    - (A) identify the prior case(s) filed by the debtor, individually or jointly, within the preceding year and its/their disposition;
    - (B) state whether any motion for relief was pending in the prior case(s) at the time of dismissal;
    - (C) if any motion for relief had been filed in the prior case(s), state whether such motion(s) was/were resolved by terminating, conditioning, or limiting the stay;
    - (D) explain the extent to which the party in interest wishes the automatic stay to be continued or imposed, including the length of the proposed continuation or imposition and the parties affected (i.e. all creditors or only particular creditors); and
    - (E) set forth facts demonstrating that the filing of the later case is in good faith as to the creditors to be stayed.
  - (2) The motion shall be filed within 15 days from the filing of the new petition. If the motion is not timely filed, the Court may deny the motion.
  - (3) For a motion to continue the automatic stay, the court shall set a hearing not later than 30 days after the filing of the petition. For a motion to impose the automatic stay, the court shall set a

hearing not later than 15 days after the date of the service of the motion. A party opposing a motion filed under this section may file an opposition to the motion within 10 days after service of the motion. The opposing party shall state specifically why the motion should not be granted or state any conditions or limitations that should be imposed upon granting the continuance or imposition of the automatic stay. In the absence of an opposition, the Court in its discretion may allow the motion without a hearing.

(e) With regard to a motion for an order confirming that no stay is in effect pursuant to 11 U.S.C. § 362 (j) or 11 U.S.C. § 362 (c)(4)(A)(ii):

- (1) The motion shall:
  - (A) set forth the debtor's history of bankruptcy filing(s) within the preceding year (including the filing date(s), docket number(s) and disposition of the prior bankruptcy filing(s)); and
  - (B) state whether the motion is filed pursuant to 11 U.S.C. § 362 (j) or 11 U.S.C. § 362 (c)(4)(A)(ii).
- (2) Service of the motion shall be made to all parties in interest within 3 days from the filing of the motion. A certificate of service must be filed within 5 days from the filing of the motion.
- (3) Any opposition to the motion must be filed within 10 days from service of the motion.

**Re-letter existing (d) through (h) accordingly.**

### **Rule 4002-1 [NEW]** **Duties of Debtor**

(a) If a creditor requests a copy of the debtor's Federal tax return or transcript under § 521(e)(2)(A)(ii), the creditor shall make such request in writing no fewer than 15 days before the meeting of creditors and serve a copy of the request upon the debtor and the debtor's attorney. If the debtor disputes that the requesting party is a creditor, the debtor shall file an objection with the Court within 7 days prior to the § 341 meeting and the Court will set a hearing on the objection. If the debtor does not file an objection and fails to comply with the

request, the creditor shall file a notice of noncompliance with the Court and serve a copy on the Debtor. Any tax returns or transcripts provided under this section are subject to the provisions set forth in subsection (d) below.

(b) If the Court, United States trustee or party in interest requests that an individual Chapter 7, 11 or 13 debtor file with the Court Federal tax returns or transcripts as described in § 521(f), the request shall be made by motion on notice to the debtor, debtor's attorney, the trustee and United States trustee. Any party in interest, trustee or United States trustee seeking access to the returns filed with the Court or trustee pursuant to § 521(g), shall file a motion with the Court on notice to the debtor, debtor's attorney, the trustee and the United States trustee. Parties seeking review of the returns filed with the court or trustee shall include in their motion a description of the movant's status in the case, a description of the specific tax information sought, a statement indicating that the information is unavailable from any other source and a statement showing the demonstrated need for the tax information. Any motions filed pursuant to 11 U.S.C. § 521(f) or § 521(g) shall comply with Local Official Form 10 or 11 respectively. If a debtor objects to a motion filed under this subsection, the debtor shall file the objection within 7 days after service of the motion.

(d) The debtor shall redact on any state or federal tax return all but the last four digits of all taxpayer identification numbers (including social security numbers), the names of any minor children referred to within the tax return, all but the year of birth in any dates of birth and all but the last four digits of any account numbers. Any non-debtor tax identification numbers may be redacted in their entirety. The responsibility for redaction rests solely with the filer. The Clerk will not review each document for compliance with this rule. Any tax returns filed with the Court will only be available for inspection by parties in interest by motion. No tax information filed with the Court will be available to the public via the Internet, PACER or CM/ECF.

### **Rule 4003-1**

### **Avoidance of Judicial Liens**

**Add (a)(10) as follows:**

(10) provide such documentary evidence as is necessary to establish the extent of the homestead declared.

**[Also strike "and" from the end of (a)(8); and strike the "." from the end of (a)(8) and add "; and"]**

### **RULE 4008-1**

### **REAFFIRMATION AGREEMENTS**

**Delete existing rule and substitute:**

(a) A reaffirmation agreement that does not comply with 11 U.S.C. § 524(c) or

(d) shall be unenforceable. The Court may also require that any reaffirmation agreement conform to Official Form 6. Fed. R. Bankr. P. 9011 shall apply to an attorney's declaration under 11 U.S.C. § 524(c).

- (b) If a debtor is unrepresented by counsel during the course of negotiating of a reaffirmation agreement, or if a presumption that a reaffirmation agreement is an undue hardship has arisen under 11 U.S.C. § 524(m), the Court shall hold a hearing on the approval of the reaffirmation agreement pursuant to 11 U.S.C. § 524(d). The Court may also, in its discretion, schedule a hearing *sua sponte* on the validity or approval of any other reaffirmation agreement.

**RULE 6004-1(d) (NEW)**  
**Sale of Estate Property**

**Add:**

- (d) Sales of Personally Identifiable Information

(1) In the event that an estate representative shall move to sell personally identifiable information as defined in 11 U.S.C. § 101(41A), the motion and any notice of sale thereon shall, in addition to those requirements set forth in Paragraphs (a) and (b) of this rule, conspicuously describe the type(s) of personal identifiable information which are proposed to be sold (without disclosing thereby the content of such information), why the sale of such information is advantageous or necessary and what private agreements, federal laws and/or state laws purport to restrict the sale or use of such information.

(2) Upon the filing of a motion under subparagraph (1) above, the movant shall file a separate motion seeking expedited determination and requesting an order directing the United States trustee to appoint a consumer privacy ombudsman under §332. Unless otherwise ordered, the United States trustee shall seek the appointment of the ombudsman within three (3) court days of the entry of any such order. The ombudsman shall file a report with his or her recommendations and the basis therefor within seven (7) days of his or her appointment, subject to such enlargement of time as the Court may allow on request of the ombudsman made prior to the expiration of the deadline.

**Existing 6004-(d) would be re-lettered as 6004(1)(e)**

**Rule 6005-1(b)**  
**Appraisers, Brokers And Investment Bankers**

**Delete existing Rule 6005-1(b) and substitute:**

(b) A motion to approve a broker or investment banker, pursuant to MBLR 2014-1, shall also include a recitation of all of the terms and conditions of the broker's or investment banker's engagement, including :

1. the rate of any commission on the sale of estate assets;
2. any agreement respecting compensation made by the broker or investment banker with any other party or parties;
3. whether, in the event that the compensation of the broker or investment banker is based on a commission and such broker or investment banker locates a proposed buyer who is the successful bidder after subsequent competitive bidding with another proposed buyer, the broker's or investment banker's commission from the sale proceeds would be based on the original bid or the final bid; and
4. whether, in the event that the compensation of the broker or investment banker is based on a commission and such broker or investment banker locates a proposed buyer who is not the successful bidder after subsequent competitive bidding with another proposed buyer, the broker or investment banker may receive a commission limited to the amount of the original bid.

**Rule 6006-1**  
**Motion For Assumption Or Rejection**  
**Of Executory Contract Or Unexpired Lease**

**Delete existing Rule and substitute:**

(a) A motion seeking extension of the deadline for assumption or rejection of an executory contract or an unexpired lease of residential real property or personal property in a Chapter 7 case shall be filed prior to the expiration of the sixty (60) day period found in 11 U.S.C. § 365(d)(1). In the event that the Court can not hear or determine the motion prior to the expiration of the deadline, the extension requested in the motion shall be automatically approved on an interim basis, subject to final determination by the Court after notice and a hearing set as soon as the Court's calendar may permit. Nothing in this rule shall be deemed to limit the Court's ability to grant additional extensions for cause shown.

(b) A motion seeking extension of the deadline for assumption or rejection of an unexpired lease of nonresidential real property shall be filed prior

to the expiration of the one hundred twenty (120) day period found in 11 U.S.C. § 365(d)(4)(A). In the event that the Court can not hear or determine the motion prior to the expiration of the deadline, the extension requested in the motion shall be automatically approved on an interim basis, subject to final determination by the Court after notice and a hearing set as soon as the Court's calendar may permit.

**Rule 6012-1 [NEW]**  
**Adequate Assurance Of Payment For Utility Service**

A tender of adequate assurance of payment for utility service shall be deemed to be satisfactory within the meaning of 11 U.S.C. § 366(c)(2) unless a utility provides written notice to the debtor in possession or, in a case in which a chapter 11 trustee has been appointed, both the debtor and the chapter 11 trustee, within ten (10) days after such utility's receipt of the tender of adequate assurance that such tender is unsatisfactory and that service will be terminated in accordance with §366. Upon receipt of such notice, the estate representative may seek appropriate relief from the Court to prevent a termination of utility service or to reinstate utility service in accordance with § 366.

**Appendix 1 - Rule 13-2**  
**Commencement of Case**

**Delete existing Rule 13-2(a) and substitute:**

(a) In addition to the requirements of MLBR 1007-1, the debtor shall file with the Court the following:

(1) If the debtor is a debtor engaged in business, the debtor shall also serve on the chapter 13 trustee:

(a) the Statement of Financial Affairs for debtor engaged in business;

(b) a profit and loss statement for the calendar year or fiscal year, whichever is applicable, preceding the year in which the case is filed, and a profit and loss statement for the period from the end of the calendar or fiscal year to the date of the filing of the petition;

(c) a statement by the debtor as to whether the debtor's business incurs trade debt;

(d) a statement of quarterly income and expenses incurred, regardless of whether the debtor incurs trade debt, within thirty (30) days of the close of each quarter, with a copy served on the chapter 13 trustee; and

(e) within five (5) days after the commencement of the case:

(i) evidence of appropriate business insurance; and

(ii) evidence that appropriate debtor in possession checking accounts were opened at the time of the filing of the petition.



(2) An executed copy of the engagement agreement by and between the debtor and any attorney retained by the debtor in the form set forth on Official Local Form 8.

### **Appendix 1, Rule 13-3**

**[DELETED] (included in Rule 1007-1, incorporated by reference in Appendix 1, Rule 13-2(a))**

### **Appendix 1 – Rule 13-8(a)** **Objections To Confirmation**

**Delete existing Rule 13-8(a) and substitute:**

(a) Deadline for filing. Any objection to confirmation of a chapter 13 plan shall be filed no later than the later of (i) fifteen (15) days after the first date set for the section 341 meeting or (ii) fifteen (15) days after service of a modified plan, unless otherwise ordered by the Court.

### **Appendix 1 - Rule 13-17(a)** **Motions To Dismiss And Convert**

**Delete existing Rule 13-17(a) and substitute:**

(a) A party who files a motion to dismiss a chapter 13 case shall serve the motion on the debtor, debtor's attorney, all creditors, any applicable child support enforcement agency, any party who filed an appearance in the case, and the chapter 13 trustee, and shall file a certificate of service. The motion shall state with particularity the cause for dismissal. A party who opposes a motion to dismiss shall file a response to the motion to dismiss within twenty (20) days of service of the motion. If no response to the motion to dismiss is filed, the Court, in its discretion, may allow the motion without a hearing.

### **Appendix 1 - Rule 13-19** **Commencement And Continuation Of Payments To The Chapter 13 Trustee, Lessors And Secured Parties; Dismissal For Failure To Make Required Payments**

**(a) and (b) remain the same; add the following:**

(c) Payments of personal property leases governed by 11 U.S.C. § 1326(a)(1)(B) shall only be made directly by the debtor to the lessor if the debtor's plan so provides or if no plan provision addresses payment of the debtor's lease obligation. If the plan provides for payment of the lease obligation by the trustee, the debtor shall make the payment as part of the total payment to the trustee, and the trustee shall pay the lessor, both before and after confirmation.

(d) Pre-confirmation adequate protection payments governed by 11 U.S.C. § 1326(a)(1)(C) shall only be made directly by the debtor to the secured creditor if the debtor's plan so provides or if no plan provision addresses payment of the debtor's secured obligation. If the plan provides for payment of the secured claim by the trustee, the debtor shall make the payment as part of the total payment to the trustee, and the trustee shall pay the secured creditor, both before and after confirmation.

(e)[same language as present (c)]

(f)[same language as present (d)]

### **Appendix 1 – Rule 13-21**

#### **Chapter 13 Trustee's Final Account**

**Delete existing rule and substitute:**

When the chapter 13 trustee determines that the plan has been completed, and the debtor has received a discharge as provided in Rule 13-22, the trustee shall file and serve a final report and account on all creditors with allowed claims, all attorneys who have filed appearances and requested service of pleadings in the case, the debtor, and debtor's counsel. The report shall state the allowed amount of each claim and the amount paid on each claim. The chapter 13 trustee shall give notice that any objection to the final report and account shall be filed within thirty (30) days after service. The chapter 13 trustee shall file a certificate of service reflecting service of the final report and account and objection deadline. In the absence of a timely filed objection, the Court may approve the final report and account without a hearing.

### **Appendix 1 - Rule 13-22**

#### **Discharge**

**Add:**

(a) Upon completion of a Chapter 13 plan, a debtor shall file a Motion for Entry of Discharge which conforms with MLBR Official Local Form 12.

(b) The debtor shall serve the Motion for Entry of Discharge upon the beneficiary of the debtor's domestic support obligations, if any, the Chapter 13 trustee, the United States trustee, and all of the debtor's creditors. Any objections to the motion must be filed within 15 days after service. The Court may, in its discretion, schedule a hearing if an objection is filed. If the debtor fails to file the motion within a reasonable time after completion of plan payments due under the confirmed plan, the case may be closed without the entry of a discharge order.

(c)[same language as present (a)]

(d)[same language as present (b)]

### **Official Local Form 3 (Chapter 13 Plan and Cover Sheet)**

**Delete existing Local Form 3 and substitute:**

#### UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

#### **CHAPTER 13 PLAN**

Docket # \_\_\_\_\_

DEBTORS: (H) \_\_\_\_\_ SS # \_\_\_\_\_

(W) \_\_\_\_\_ SS # \_\_\_\_\_

TERM OF THE PLAN: \_\_\_\_\_ Months (If the plan is longer than thirty-six (36) months and debtor's plan is governed by 11 U.S.C § 1322 (d)(2), a statement of cause under must be attached hereto.)

PLAN PAYMENT: Debtor(s) to pay monthly: \$ \_\_\_\_\_

#### **I. SECURED CLAIMS:**

##### **A.) CLAIMS TO BE PAID THROUGH THE PLAN (INCLUDING ARREARS):**

Creditor	Description of claim (pre-petition arrears, purchase money, etc.)	Amount of claim
----------	---	-----------------

_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Total of secured claims to be paid through the Plan   →\$\_\_\_\_\_**

**B.) CLAIMS TO BE PAID DIRECTLY BY DEBTOR TO CREDITORS (Not through Plan):**

Creditor	Description of Claim
_____	_____
_____	_____
_____	_____

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## **II. PRIORITY CLAIMS:**

**A. Domestic Support Obligations**

Creditor	Description of claim	Amount of claim
_____	_____	\$ _____

**B. All Other Priority Creditors**

Creditor	Description of claim	Amount of claim
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Total of priority claims to be paid through the Plan:                   →\$\_\_\_\_\_**

## **III. ADMINISTRATIVE CLAIMS:**

A.) Attorneys fees (to be paid through the Plan): →\$ \_\_\_\_\_

**B.) Miscellaneous fees:**

Creditor	Description of claim	Amount of claim
_____	_____	→\$ _____
_____	_____	→\$ _____

C.) The Chapter 13 Trustee's fee is determined by Order of the United States Attorney General. The calculation of the Plan payment set forth utilizes a 10% Trustee's commission.

**IV. UNSECURED CLAIMS:**

The general unsecured creditors shall receive a dividend of \_\_\_\_\_% of their claims.

A.) General unsecured claims: →\$ \_\_\_\_\_

**B.) Undersecured claims arising after lien avoidance/cramdown:**

Creditor	Description of Claim	Amount of claim
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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**C.) Non-Dischargeable Unsecured Claims**

Creditor	Description of Claim	Amount of claim
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Total of **A + B + C** unsecured claims: = \$ \_\_\_\_\_

**D.) Multiply total by percentage:** \$ \_\_\_\_\_  
(Example: Total of \$38,500.00  
x .22 dividend = \$8,470.00)

**E.) Separately classified unsecured claims (co-borrower, etc.):**

Creditor	Description of Claim	Amount of claim
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

**Total amount of separately classified claims payable at \_\_\_\_\_ %: →\$ \_\_\_\_\_**

**V. OTHER PROVISIONS:**

A. Liquidation of assets to be used to fund plan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Modification of Secured Claims: Set forth details of modifications below or on attached sheets. This information should include name of creditor and detailed explanation of the modification. The total amount of the secured claim that is to be paid through the plan (inclusive of interest) should be set forth in Section I of this Plan.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

C. Assumption/Rejection of Leases:

\_\_\_\_\_  
 \_\_\_\_\_

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D. Miscellaneous Provisions: \_\_\_\_\_  
 \_\_\_\_\_

**CALCULATION OF PLAN PAYMENT:**

a) **Secured claims (Section I-A Total):** \$ \_\_\_\_\_

b) **Priority claims (Section II A & B Total):** + \$ \_\_\_\_\_

- c) **Administrative claims (Section III-A&B Total):** + \$ \_\_\_\_\_
- d) **Regular unsecured claims (Section IV-D Total):** + \$ \_\_\_\_\_
- e) **Separately classified unsecured claims (Section IV-E Total):** + \$ \_\_\_\_\_
- f) **Total of a + b + c + d + e above:** = \$ \_\_\_\_\_
- g) **Divide ( f ) by .90 for total including Trustee's fee:**  
**Cost of Plan** = \$ \_\_\_\_\_  
 (This represents the total amount to be paid into the Chapter 13 Plan.)
- h) **Divide ( g ) Cost of Plan by Term of Plan** ÷ \_\_\_\_\_ months
- i) **Round up to nearest dollar:** **Monthly Plan Payment = \$** \_\_\_\_\_  
 (Enter this amount on page 1)

**Pursuant to 11 U.S.C. §1326(a)(1) unless the Court orders otherwise, debtor shall commence making the payments proposed by a plan within thirty ( 30 ) days after the petition is filed. Pursuant to 11 U.S.C. §1326(a)(1)(C), the debtor shall make pre-confirmation adequate protection payments directly to the secured creditor.**

### **LIQUIDATION ANALYSIS**

**I. Real Estate:**

List Each Address	Fair Market Value	Total Amount of Recorded Liens (Schedule D)
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Total Net Equity for Real Property:		\$ _____
Less Total Exemptions (Schedule C):		\$ _____
Available Chapter 7: \$		_____

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**II. Automobile** (Describe year, make, model):

\_\_\_\_\_ Value \$ \_\_\_\_\_ Lien \$ \_\_\_\_\_ Exemption \$ \_\_\_\_\_

\_\_\_\_\_ Value \$\_\_\_\_\_ Lien \$\_\_\_\_\_ Exemption \$\_\_\_\_\_

Total Net Equity: \$\_\_\_\_\_

Less Total Exemptions (Schedule C) \$\_\_\_\_\_

Available Chapter 7: \$\_\_\_\_\_

III. All other Assets: (All remaining items on schedule B) : (Itemize as necessary)

\_\_\_\_\_  
\_\_\_\_\_

Total Net Value: \$\_\_\_\_\_

Less Exemptions (Schedule C):\$ \_\_\_\_\_

Available Chapter 7: \$\_\_\_\_\_

**SUMMARY (Total amount available under Chapter 7):**

Net Equity (I and II) Plus Other Assets (III) less all claimed exemptions: \$ \_\_\_\_\_

Additional Comments regarding Liquidation Analysis:

\_\_\_\_\_  
\_\_\_\_\_

Pursuant to the Chapter 13 rules, the debtor or his or her counsel is required to serve a copy of the Plan upon the Chapter 13 Trustee, all creditors and interested parties, and to file a Certificate of Service accordingly.

\_\_\_\_\_  
Debtor's Counsel

\_\_\_\_\_  
Date

Counsel's Address:\_\_\_\_\_

Tel. # \_\_\_\_\_  
( ) \_\_\_\_\_ - \_\_\_\_\_

I/WE DECLARE UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING  
REPRESENTATIONS OF FACT ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE  
AND BELIEF.

\_\_\_\_\_  
\_\_\_\_\_



Debtor

Date

Debtor

Date

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Revised 1/06

## **Official Local Form 6 (Reaffirmation Agreement)**

**Delete existing Local Form 6 and substitute:**

United States Bankruptcy Court

\_\_\_\_\_ District of \_\_\_\_\_

In re \_\_\_\_\_, Case No. \_\_\_\_\_

Debtor Chapter \_\_\_\_\_

### **REAFFIRMATION AGREEMENT**

*[Indicate all documents included in this filing by checking each applicable box.]*

G Part A: Disclosures, Instructions, and G Part D: Debtor's Statement in Support of Notice to Debtor (Pages 1 - 5) Reaffirmation Agreement

G Part B: Reaffirmation Agreement G Part E: Motion for Court Approval

G Part C: Certification by Debtor's G Proposed Order Approving Reaffirmation Attorney Agreement

G *[Check this box if]* Creditor is a Credit Union as defined in §19(b)(1)(a)(iv) of the Federal Reserve Act

### **PART A: DISCLOSURE STATEMENT, INSTRUCTIONS AND NOTICE TO DEBTOR**

#### **1. DISCLOSURE STATEMENT**

***Before Agreeing to Reaffirm a Debt, Review These Important Disclosures:***

#### **SUMMARY OF REAFFIRMATION AGREEMENT**

This Summary is made pursuant to the requirements of the Bankruptcy Code.

#### **AMOUNT REAFFIRMED**

a. The amount of debt you have agreed to reaffirm: \$\_\_\_\_\_

b. All fees and costs accrued as of the date of this disclosure statement, related to the amount of debt shown in a., above: \$\_\_\_\_\_

c. The total amount you have agreed to reaffirm  
(Debt and fees and costs) (Add lines a. and b.): \$\_\_\_\_\_

***Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.***

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#### **ANNUAL PERCENTAGE RATE**

*[The annual percentage rate can be disclosed in different ways, depending on the type of debt.]*

a. If the debt is an extension of “credit” under an “open end credit plan,” as those terms are defined in § 103 of the Truth in Lending Act, such as a credit card, the creditor may disclose the annual percentage rate shown in (I) below or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(I) The Annual Percentage Rate disclosed, or that would have been disclosed, to the debtor in the most recent periodic statement prior to entering into the reaffirmation agreement described in Part B below or, if no such periodic statement was given to the debtor during the prior six months, the annual percentage rate as it would have been so disclosed at the time of the disclosure statement: \_\_\_\_\_%.

— And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_\_%. If different simple interest rates apply to different balances included in the amount reaffirmed, the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_%;

\$ \_\_\_\_\_ @ \_\_\_\_\_%;

\$ \_\_\_\_\_ @ \_\_\_\_\_%.

b. If the debt is an extension of credit other than under an open end credit plan, the creditor may disclose the annual percentage rate shown in (I) below, or, to the extent this rate is not readily available or not applicable, the simple interest rate shown in (ii) below, or both.

(I) The Annual Percentage Rate under §128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to entering into the reaffirmation agreement with respect to the debt or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed: \_\_\_\_\_%.

— And/Or ---

(ii) The simple interest rate applicable to the amount reaffirmed as of the date this disclosure statement is given to the debtor: \_\_\_\_\_%. If different simple interest rates apply to different balances included in the amount reaffirmed,

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the amount of each balance and the rate applicable to it are:

\$ \_\_\_\_\_ @ \_\_\_\_\_%;

\$ \_\_\_\_\_ @ \_\_\_\_\_%;

\$ \_\_\_\_\_ @ \_\_\_\_\_%.

c. If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act:

The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.

d. If the reaffirmed debt is secured by a security interest or lien, which has not been

waived or determined to be void by a final order of the court, the following items or types of items of the debtor's goods or property remain subject to such security interest or lien in connection with the debt or debts being reaffirmed in the reaffirmation agreement described in Part B.

Item or Type of Item Original Purchase Price or Original Amount of Loan

*Optional---At the election of the creditor, a repayment schedule using one or a combination of the following may be provided:*

**Repayment Schedule:**

Your first payment in the amount of \$\_\_\_\_\_ is due on \_\_\_\_\_(date), but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.

*---Or---*

Your payment schedule will be: \_\_\_\_\_(number) payments in the amount of \$\_\_\_\_\_ each, payable (monthly, annually, weekly, etc.) on the \_\_\_\_\_ (day) of each \_\_\_\_\_ ( week, month, etc.), unless altered later by mutual agreement in writing.

*---Or---*

A reasonably specific description of the debtor's repayment obligations to the extent known by the creditor or creditor's representative.

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## **2. INSTRUCTIONS AND NOTICE TO DEBTOR**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).
2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.
3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.
4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.
5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.
6. If the creditor is not a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D. If the creditor is a Credit Union and you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court.
7. If you were not represented by an attorney during the negotiation of your reaffirmation

agreement, it will not be effective unless the court approves it. The court will notify you and the creditor of the hearing on your reaffirmation agreement. You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home.

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## **YOUR RIGHT TO RESCIND (CANCEL) YOUR REAFFIRMATION AGREEMENT**

You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later.

To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

### **Frequently Asked Questions:**

What are your obligations if you reaffirm the debt? A reaffirmed debt remains your personal legal obligation. It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

Are you required to enter into a reaffirmation agreement by any law? No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest.

Be sure you can afford the payments you agree to make.

What if your creditor has a security interest or lien? Your bankruptcy discharge does not eliminate any lien on your property. A “lien” is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State’s law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court.

**NOTE:** When this disclosure refers to what a creditor “may” do, it does not use the word “may” to give the creditor specific permission. The word “may” is used to tell you what might occur if the law permits the creditor to take the action.

If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don’t have an attorney helping you, the judge will explain the effect of your reaffirming a debt when the hearing on the reaffirmation agreement is held.

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**PART B: REAFFIRMATION AGREEMENT.**

I (we) agree to reaffirm the debts arising under the credit agreement described below.

1. Brief description of credit agreement:
2. Description of any changes to the credit agreement made as part of this reaffirmation agreement:

SIGNATURE(S):

Borrower: Co-borrower, if also reaffirming these debts:

\_\_\_\_\_  
(Print Name) (Print Name)

\_\_\_\_\_  
(Signature) (Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by creditor:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

Date of creditor acceptance: \_\_\_\_\_

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**PART C: CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY).**

*[Check each applicable box.]*

G I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or

any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

G *[If applicable and the creditor is not a Credit Union.]* A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Printed Name of Debtor's Attorney: \_\_\_\_\_

Signature of Debtor's Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART D: DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

*[Read and complete numbered paragraphs 1 and 2, OR, if the creditor is a Credit Union and the debtor is represented by an attorney, read the unnumbered paragraph below. Sign the appropriate signature line(s) and date your signature.]*

1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$\_\_\_\_\_, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$\_\_\_\_\_, leaving \$\_\_\_\_\_ to make the required payments on this reaffirmed debt. I understand that if my income less my

monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: \_\_\_\_\_.

2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_

(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

— Or

*[If the creditor is a Credit Union and the debtor is represented by an attorney]*

I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement.

Signed: \_\_\_\_\_

(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

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#### **PART E: MOTION FOR COURT APPROVAL**

*(To be completed only if the debtor is not represented by an attorney.)*

#### **MOTION FOR COURT APPROVAL OF REAFFIRMATION AGREEMENT**

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement.

Signed: \_\_\_\_\_

(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_

### **United States Bankruptcy Court**

\_\_\_\_\_  
District of \_\_\_\_\_

In re \_\_\_\_\_, Case No. \_\_\_\_\_

Debtor Chapter \_\_\_\_\_

#### **ORDER APPROVING REAFFIRMATION AGREEMENT**

The debtor(s) \_\_\_\_\_ have filed a motion for approval of the

(Name(s) of debtor(s))

reaffirmation agreement dated \_\_\_\_\_ made between the debtor(s) and

(Date of agreement)

\_\_\_\_\_. The court held the hearing required by 11 U.S.C. § 524(d)

(Name of creditor)

on notice to the debtor(s) and the creditor on \_\_\_\_\_.

(Date)

COURT ORDER: The court grants the debtor's motion and approves the reaffirmation agreement described above.

BY THE COURT

Date: \_\_\_\_\_

United States Bankruptcy Judge

**OFFICIAL LOCAL FORM 9 [NEW]**  
**Request for Extension to File Credit Counseling Certificate**

Debtor's Name

Case No.

**CERTIFIED REQUEST PURSUANT TO 11 U.S.C. §109(h)(3) FOR EXTENSION  
OF TIME TO FILE CREDIT COUNSELING CERTIFICATE**

Pursuant to 11 U.S.C. §109(h)(3), the Debtor(s) certify (ies) that he/she/they did not obtain the credit counseling briefing pursuant to 11 U.S.C. 109(h)(1) and requests that the Court extend the time to file and/or obtain a credit counseling certificate, based upon the following grounds:

1) The following exigent circumstances exist preventing compliance (for example, foreclosure, eviction, incarceration, medical or other problems):

\_\_\_\_\_.

2) I/We **(Check whichever applies)**

\_\_\_\_\_ did request credit counseling services from an approved agency but was/were unable to obtain said services during the 5-day period following the request.

\_\_\_\_\_ did not request credit counseling services.

3) I/We request an extension of time to a date no longer than 45 days after the date of the filing of the bankruptcy petition because:

\_\_\_\_\_.

Signed under the pains and penalties of perjury on this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

Debtor \_\_\_\_\_

Debtor \_\_\_\_\_

ORDER

☐ The Request is denied.

☐ The Request is approved. The time for filing the certificate is extended to \_\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge

**Official Local Form 10 [NEW]**  
**Motion Brought Under 11 U.S.C. § 521(f)**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
IN RE:

DEBTOR \_\_\_\_\_

Case No.  
Chapter

**REQUEST FOR DEBTOR TO FILE FEDERAL TAX INFORMATION WITH THE COURT**

I, \_\_\_\_\_, am a party in interest in the above captioned case, and qualify as such for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

The tax information designated below cannot be obtained from any other source, and is necessary for the following reasons: \_\_\_\_\_



Accordingly, pursuant to 11 U.S.C. § 521 (f) (1-4), I hereby request that the Debtor file the following tax information with the Court:

---

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Address:  
Telephone Number

### **Certificate of Service**

I hereby certify that on \_\_\_\_\_ I mailed, by United States Postal Service, postage pre-paid, the Request for Debtor to File Tax Information With the Court on the following non CM/ECF participants:

### **ORDER**

\_\_\_\_\_ The Motion is Denied  
\_\_\_\_\_ The Motion is Granted.

\_\_\_\_\_  
United States Bankruptcy Judge

### **Official Local Form 11 [NEW]** **Motion Brought Under 11 U.S.C. § 521(g)**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
IN RE:

Case No.

DEBTOR  
\_\_\_\_\_

**MOTION BY PARTY IN INTEREST FOR ACCESS TO DEBTOR'S FEDERAL  
TAX INFORMATION**

I, \_\_\_\_\_ am a party in interest in the above captioned case, and qualify as such for the following reasons:

\_\_\_\_\_

\_\_\_\_\_

The tax information designated below cannot be obtained from any other source, and is necessary for the following reasons: \_\_\_\_\_

\_\_\_\_\_

Accordingly, pursuant to 11 U.S.C. § 521 (g)(2), I hereby request access to the Debtor's tax information on file with the Court for the years:

\_\_\_\_\_.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated:

\_\_\_\_\_  
Name:

Address:

Phone Number

Certificate of Service

I hereby certify that on \_\_\_\_\_ I mailed, by United States Postal Service, postage pre-paid, the Request for Debtor to File Tax Information With the Court on the following non CM/ECF participants:

ORDER

\_\_\_\_\_ The Motion is Denied.

\_\_\_\_\_ The Motion is Granted. The Clerk shall print a copy of the requested documents and mail the documents to the Movant. The Movant shall maintain

the confidentiality of the documents. Sanctions may be imposed for the improper uses, disclosure, or dissemination of the information contained in the documents.

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
United States Bankruptcy Judge

**Official Local Form 12 [NEW]**  
**Motion for Entry of Discharge**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
IN RE:

CHAPTER 13  
CASE NO.

\_\_\_\_\_  
MOTION FOR ENTRY OF DISCHARGE

I, \_\_\_\_\_, hereby move for an entry of a  
Chapter 13 discharge and certify as follows:

1. I have paid all domestic support obligations payable under any judicial or administrative order, or required by statute including
  - a. child support and spousal maintenance and alimony, that were due on or before the date of the motion, including all payments due under the plan for amounts due before the petition was filed; and
  - b. any domestic support obligations that arose after the filing of the petition;
2. I have completed a financial management course pursuant to 11 U.S.C. § 1328(g)(1) and filed a certification of completion with the Court; and
3. I have
  - a. not claimed a homestead exemption in excess of the \$125,000 cap described in § 522(q)(1), or
  - b. claimed a homestead exemption in excess of \$125,000 but there is no proceeding pending in which the debtor may be found guilty of a felony of the kind described in § 522(q)(1)(A) or liable for a debt of the kind described in § 522(q)(1)(B).

I hereby declare under the penalty of perjury that the forgoing is true and correct

/s Debtor  
Address  
Address